

CONTRACT #14
RFS # 327.42-069
FA # 06-16506-00

Environment & Conservation

VENDOR:
Clean Harbors Environmental
Services, Inc.



RECEIVED

AUG 21 2009

FISCAL REVIEW

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
NASHVILLE, TENNESSEE 37243-0435

JAMES H. FYKE
COMMISSIONER

PHIL BREDESEN
GOVERNOR

August 21, 2009

James W. White, Executive Director
Fiscal Review Committee
General Assembly of the State of Tennessee
320 Sixth Avenue North, 8th Floor
Nashville, Tennessee 37243

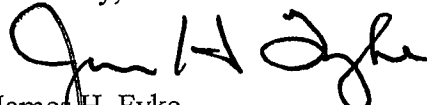
Dear Mr. White:

Pursuant to *Tennessee Code Annotated* (TCA) §68-211-829, the Department of Environment and Conservation entered into a contract with Clean Harbors Environmental Services, Inc., on August 1, 2005, to provide mobile collection and disposal of household hazardous waste across the state. Now the department proposes to amend the contract to exercise the final extension option and increase the state's maximum liability to provide funding for the final year of the contract. The contract was awarded through a request for proposals process, and this extension was anticipated and provided for in the request for proposals and the original contract.

This request is submitted after the proposed effective date of the amendment and, consequently, less than 60 days before the effective date. Agency contract staff informed agency program staff well in advance that the request for proposed amendment must be submitted prior to June 1, 2009. However, contract staff failed to follow up and ensure that program staff negotiate and prepare the amendment and obtain the contractor's signature in a timely manner. Please be assured that no services will be provided unless and until the proposed amendment is approved by the appropriate state officials in accordance with applicable laws and regulations.

Thank you for your consideration of this request.

Sincerely,


James H. Fyke

JHF:RR

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Ray Register	*Contact Phone:	(615) 532-0216	
*Contract Number:	FA-06-26506-03	*RFS Number:	327.42-069	
*Original Contract Begin Date:	8/1/05	*Current End Date:	7/31/09	
Current Request Amendment Number: <i>(if applicable)</i>		3		
Proposed Amendment Effective Date: <i>(if applicable)</i>		8/1/09		
*Department Submitting:		Environment and Conservation		
*Division:		Solid Waste Assistance		
*Date Submitted:		8/24/09		
*Submitted Within Sixty (60) days:		No		
<i>If not, explain:</i>		See detailed explanation in attached letter		
*Contract Vendor Name:		Clean Harbors Environmental Services, Inc.		
*Current Maximum Liability:		\$4,960,000.00		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>				
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY
\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$1,360,000.00	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>				
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY
\$1,030,203.75	\$983,415.27	\$1,070,539.06	\$673,950.55	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision: IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		The contract allocation is an estimate. Actual contract expenditures are determined by the number of citizens who come to the collection events and the amount of household hazardous waste the citizens bring for disposal. Surplus funds were carried forward or retained in the solid waste management fund.		
		TCA §68-211-821 provides that "revenues deposited in this reserve shall remain in the reserve until expended for purposes consistent with this part."		
*Contract	State:	\$4,960,000.00	Federal:	

Supplemental Documentation Required for Fiscal Review Committee

Funding Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Amendment 1 — 2/16/07		Changed the rates for latex- and oil-based paint so that the two could be combined and disposed at a waste-to-energy facility.		
Amendment 2 — 6/18/08		Extended the contract term for 1 year and increased the maximum liability.		
Method of Original Award: <i>(if applicable)</i>		Request for Proposals		
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>				
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>				
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>				

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REPORT DETAILS

Report Filter:
{Vendor Number} (Code) = "V042698999" And {(Effective Year) = 2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009}View Filter:
{Vendor Disbursements} <> 0

PROMPT DETAILS

Prompt 1: Enter the Vendor Number
V042698999Prompt 2: Choose from all elements of 'Effective Year'.
2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009

PAGE-BY: Vendor Number: V042698999 | IRS Name: CLEAN HARBORS ENVIRONMENT | Effective Year: 2006

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Data rows: 1 - 50 of 60 | Data columns: 1

Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements
02	CLEAN HARBORS ENV SERVICES	3103395	LV0557127	01130212	327.42	1/19/2006	144	92,999.13
02	CLEAN HARBORS ENV SERVICES	3103395	LV0516940	01170108	327.42	1/19/2006	144	30,598.93
02	CLEAN HARBORS ENV SERVICES	3103395	LV0524580	01170109	327.42	1/19/2006	144	40,523.65
02	CLEAN HARBORS ENV SERVICES	3103395	LV0552755	01170110	327.42	1/19/2006	144	69,140.90
02	CLEAN HARBORS ENV SERVICES	3145774	LV0510346	01300310	327.42	2/3/2006	156	2,799.38
02	CLEAN HARBORS ENV SERVICES	3145774	LV0525007	01300311	327.42	2/3/2006	156	39,398.24
02	CLEAN HARBORS ENV SERVICES	3167355	LV0539680	02060204	327.42	2/10/2006	161	35,263.74
02	CLEAN HARBORS ENV SERVICES	3176997	LV0557105	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0541646	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0541643	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0512264	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0539686	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0564352	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0564337	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0541651	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0556553	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0541648	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0541644	02130409	327.42	2/16/2006	165	745.72
02	CLEAN HARBORS ENV SERVICES	3176997	LV0503372R	02130410	327.42	2/16/2006	165	5,008.27
02	CLEAN HARBORS ENV SERVICES	3176997	LV0516942	02130411	327.42	2/16/2006	165	18,228.52
02	CLEAN HARBORS ENV SERVICES	3176997	LV0513384	02130412	327.42	2/16/2006	165	5,591.42
02	CLEAN HARBORS ENV SERVICES	3184581	LV0522175	02140401	327.42	2/17/2006	166	36,345.37
02	CLEAN HARBORS ENV SERVICES	3184581	LV0524867	02140402	327.42	2/17/2006	166	11,038.10
02	CLEAN HARBORS ENV SERVICES	3184581	LV0529587	02140403	327.42	2/17/2006	166	10,477.50
02	CLEAN HARBORS ENV SERVICES	3184581	LV0533805	02140404	327.42	2/17/2006	166	13,933.75
02	CLEAN HARBORS ENV SERVICES	3184581	LV0534850	02140405	327.42	2/17/2006	166	22,545.72
02	CLEAN HARBORS ENV SERVICES	3184581	LV0538156	02140406	327.42	2/17/2006	166	8,940.93
02	CLEAN HARBORS ENV SERVICES	3184581	LV0538160	02140407	327.42	2/17/2006	166	5,128.09
02	CLEAN HARBORS ENV SERVICES	3184581	LV0538168	02140408	327.42	2/17/2006	166	13,218.93
02	CLEAN HARBORS ENV SERVICES	3184581	LV0539683	02140409	327.42	2/17/2006	166	37,709.03
02	CLEAN HARBORS ENV SERVICES	3184581	LV0552293	02140410	327.42	2/17/2006	166	4,725.20
02	CLEAN HARBORS ENV SERVICES	3184581	LV0553002	02140411	327.42	2/17/2006	166	19,699.66
02	CLEAN HARBORS ENV SERVICES	3184581	LV0682505	02140412	327.42	2/17/2006	166	1,740.20
02	CLEAN HARBORS ENV SERVICES	3186749	LV0511008	02160101	327.42	2/21/2006	168	28,304.63
02	CLEAN HARBORS ENV SERVICES	3186749	LV0520198	02160102	327.42	2/21/2006	168	11,753.01
02	CLEAN HARBORS ENV SERVICES	3186749	LV0522173	02160103	327.42	2/21/2006	168	12,129.39
02	CLEAN HARBORS ENV SERVICES	3186749	LV0524582	02160104	327.42	2/21/2006	168	22,204.25
02	CLEAN HARBORS ENV SERVICES	3186749	LV0524809	02160105	327.42	2/21/2006	168	19,529.89
02	CLEAN HARBORS ENV SERVICES	3186749	LV0524584	02160106	327.42	2/21/2006	168	31,628.93
02	CLEAN HARBORS ENV SERVICES	3186749	LV0538158	02160107	327.42	2/21/2006	168	12,968.41
	CLEAN HARBORS ENV							

02	SERVICES	3186749	LV0538161	02160108	327.42	FUND	2/21/2006	168	14,875.33
02	CLEAN HARBORS ENV SERVICES	3459912	LV0616764	06020705	327.42	SOLID WASTE ASSISTANCE FUND	6/5/2006	243	6,919.93
02	CLEAN HARBORS ENV SERVICES	3459912	LV0624776	06020706	327.42	SOLID WASTE ASSISTANCE FUND	6/5/2006	243	40,360.45
02	CLEAN HARBORS ENV SERVICES	3459912	LV0625402	06020707	327.42	SOLID WASTE ASSISTANCE FUND	6/5/2006	243	15,355.18
02	CLEAN HARBORS ENV SERVICES	3459912	LV0629520	06020708	327.42	SOLID WASTE ASSISTANCE FUND	6/5/2006	243	25,488.88
02	CLEAN HARBORS ENV SERVICES	3459912	LV0629877	06020709	327.42	SOLID WASTE ASSISTANCE FUND	6/5/2006	243	4,430.40
02	CLEAN HARBORS ENV SERVICES	3484750	LV0629878	06090309	327.42	SOLID WASTE ASSISTANCE FUND	6/14/2006	250	6,242.13
02	CLEAN HARBORS ENV SERVICES	3484750	LV0630735	06090310	327.42	SOLID WASTE ASSISTANCE FUND	6/14/2006	250	6,120.80
02	CLEAN HARBORS ENV SERVICES	3484750	LV0635478	06090311	327.42	SOLID WASTE ASSISTANCE FUND	6/14/2006	250	5,695.55
02	CLEAN HARBORS ENV SERVICES	3484750	LV0635480	06090312	327.42	SOLID WASTE ASSISTANCE FUND	6/14/2006	250	9,834.40
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(Vendor Disbursements) <-> 0

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PAGE-BY:

Vendor Number: V042698999

IRS Name: CLEAN HARBORS ENVIRONMENT

Effective Year: 2006

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Data columns: 1

Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements	
02	CLEAN HARBORS ENV SERVICES	3484750	LV0635495	06090313	327.42	SOLID WASTE ASSISTANCE FUND	6/14/2006	250	3,414.12
02	CLEAN HARBORS ENV SERVICES	3512143	LV0624777	06200110	327.42	SOLID WASTE ASSISTANCE FUND	6/26/2006	259	17,931.32
02	CLEAN HARBORS ENV SERVICES	3512143	LV0646051	06200111	327.42	SOLID WASTE ASSISTANCE FUND	6/26/2006	259	12,973.00
02	CLEAN HARBORS ENV SERVICES	3512143	LV0646058	06200112	327.42	SOLID WASTE ASSISTANCE FUND	6/26/2006	259	45,891.01
02	CLEAN HARBORS ENV SERVICES	3512143	LV0646063	06200113	327.42	SOLID WASTE ASSISTANCE FUND	6/26/2006	259	12,073.58
02	CLEAN HARBORS ENV SERVICES	3526995	LV0646061	06210201	327.42	SOLID WASTE ASSISTANCE FUND	6/30/2006	263	27,427.98
02	CLEAN HARBORS ENV SERVICES	3526995	LV0646066	06210202	327.42	SOLID WASTE ASSISTANCE FUND	6/30/2006	263	55,408.95
02	CLEAN HARBORS ENV SERVICES	3526995	LV0646070	06210203	327.42	SOLID WASTE ASSISTANCE FUND	6/30/2006	263	25,081.48
02	CLEAN HARBORS ENV SERVICES	3526995	LV0646071	06210204	327.42	SOLID WASTE ASSISTANCE FUND	6/30/2006	263	7,184.48
02	CLEAN HARBORS ENV SERVICES	3526995	LV0646073	06210205	327.42	SOLID WASTE ASSISTANCE FUND	6/30/2006	263	15,718.69

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PAGE-BY: Vendor Number: V042698999 IRS Name: CLEAN HARBORS ENVIRONMENT Effective Year: 2007

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Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements	
02	CLEAN HARBORS ENV SERVICES	3544196	LV0651873	06290212	327.42	SOLID WASTE ASSISTANCE FUND	7/7/2006	4	11,344.48
02	CLEAN HARBORS ENV SERVICES	3544196	LV0651902	06290213	327.42	SOLID WASTE ASSISTANCE FUND	7/7/2006	4	14,717.74
02	CLEAN HARBORS ENV SERVICES	3552973	LV0654998	07030601	327.42	SOLID WASTE ASSISTANCE FUND	7/12/2006	7	2,437.00
02	CLEAN HARBORS ENV SERVICES	3552973	LV0655170	07030602	327.42	SOLID WASTE ASSISTANCE FUND	7/12/2006	7	3,750.40
02	CLEAN HARBORS ENV SERVICES	3642131	LV0659108	08140505	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	5,041.11
02	CLEAN HARBORS ENV SERVICES	3642131	LV0659110	08140506	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	4,914.05
02	CLEAN HARBORS ENV SERVICES	3642131	LV0661397	08140507	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	3,935.46
02	CLEAN HARBORS ENV SERVICES	3642131	LV0640041	08140508	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	276.92
02	CLEAN HARBORS ENV SERVICES	3642131	LV0648349	08140508	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	276.92
02	CLEAN HARBORS ENV SERVICES	3642131	LV0648353	08140508	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	276.92
02	CLEAN HARBORS ENV SERVICES	3642131	LV0655376	08140508	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	276.92
02	CLEAN HARBORS ENV SERVICES	3642131	LV0682558	08140508	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	276.92
02	CLEAN HARBORS ENV SERVICES	3642131	LV0630081	08140508	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	276.92
02	CLEAN HARBORS ENV SERVICES	3642131	LV0682549	08140508	327.42	SOLID WASTE ASSISTANCE FUND	8/22/2006	39	276.92
02	CLEAN HARBORS ENV SERVICES	3850996	LV0601118	11080406	327.42	SOLID WASTE ASSISTANCE FUND	11/16/2006	104	3,482.95
02	CLEAN HARBORS ENV SERVICES	3850996	LV0601119	11080407	327.42	SOLID WASTE ASSISTANCE FUND	11/16/2006	104	4,643.35
02	CLEAN HARBORS ENV SERVICES	3850996	LV0601120	11080408	327.42	SOLID WASTE ASSISTANCE FUND	11/16/2006	104	2,911.62
02	CLEAN HARBORS ENV SERVICES	3850996	LV0694449	11080409	327.42	SOLID WASTE ASSISTANCE FUND	11/16/2006	104	5,985.78
02	CLEAN HARBORS ENV SERVICES	3850996	LV0694456	11080410	327.42	SOLID WASTE ASSISTANCE FUND	11/16/2006	104	4,745.66
02	CLEAN HARBORS ENV SERVICES	3850996	LV0694458	11080411	327.42	SOLID WASTE ASSISTANCE FUND	11/16/2006	104	28,141.83
02	CLEAN HARBORS ENV SERVICES	3850996	LV0694462R	11080412	327.42	SOLID WASTE ASSISTANCE FUND	11/16/2006	104	8,423.12
02	CLEAN HARBORS ENV SERVICES	3935162	LV0682563	12110303	327.42	SOLID WASTE ASSISTANCE FUND	12/20/2006	128	548.24
02	CLEAN HARBORS ENV SERVICES	3935162	LV0609099	12110303	327.42	SOLID WASTE ASSISTANCE FUND	12/20/2006	128	548.24
02	CLEAN HARBORS ENV SERVICES	3935162	LV0610598	12110303	327.42	SOLID WASTE ASSISTANCE FUND	12/20/2006	128	548.24
02	CLEAN HARBORS ENV SERVICES	3935162	LV0634727	12110303	327.42	SOLID WASTE ASSISTANCE FUND	12/20/2006	128	548.24
02	CLEAN HARBORS ENV SERVICES	3935162	LV0621900	12110303	327.42	SOLID WASTE ASSISTANCE FUND	12/20/2006	128	548.24
02	CLEAN HARBORS ENV SERVICES	3960094	LV0611453	12280813	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	33,669.07
02	CLEAN HARBORS ENV SERVICES	3960094	LV0611800R	12280901	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	22,242.04
02	CLEAN HARBORS ENV SERVICES	3960094	LV0621919	12280902	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	2,219.41
02	CLEAN HARBORS ENV SERVICES	3960094	LV0623536	12280903	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	12,861.64
02	CLEAN HARBORS ENV SERVICES	3960094	LV0623542	12280904	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	30,138.85
02	CLEAN HARBORS ENV SERVICES	3960094	LV0623543	12280905	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	18,427.37
02	CLEAN HARBORS ENV SERVICES	3960094	LV0609981R	12280811	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	5,446.33
02	CLEAN HARBORS ENV SERVICES	3960094	LV0609982	12280812	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2007	133	16,239.69
02	CLEAN HARBORS ENV SERVICES	3983718	LV0623538R	01090513	327.42	SOLID WASTE ASSISTANCE FUND	1/11/2007	140	45,615.50
02	CLEAN HARBORS ENV SERVICES	3983718	LV0621891R	01090512	327.42	SOLID WASTE ASSISTANCE FUND	1/11/2007	140	26,499.17
02	CLEAN HARBORS ENV SERVICES	3997473	LV0636148	01100201	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	24,269.22
02	CLEAN HARBORS ENV SERVICES	3997473	LV0636641	01100202	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	20,536.84
02	CLEAN HARBORS ENV SERVICES	3997473	LV0640602	01100203	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	5,729.04
02	CLEAN HARBORS ENV SERVICES	3997473	LV0641482	01100204	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	14,312.76
	CLEAN HARBORS ENV					SOLID WASTE ASSISTANCE			

02	SERVICES	3997473	LV0642349	01100205	327.42	FUND	1/18/2007	144	1,870.56
02	CLEAN HARBORS ENV SERVICES	3997473	LV0644290	01100206	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	2,244.92
02	CLEAN HARBORS ENV SERVICES	3997473	LV0644299R	01100207	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	11,359.59
02	CLEAN HARBORS ENV SERVICES	3997473	LV0647584	01100208	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	6,808.24
02	CLEAN HARBORS ENV SERVICES	3997473	LV0652135	01100209	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	2,956.99
02	CLEAN HARBORS ENV SERVICES	3997473	LV0652137	01100210	327.42	SOLID WASTE ASSISTANCE FUND	1/18/2007	144	11,378.48
02	CLEAN HARBORS ENV SERVICES	4048419	LV0621913R	02010410	327.42	SOLID WASTE ASSISTANCE FUND	2/5/2007	157	47,983.10
02	CLEAN HARBORS ENV SERVICES	4048419	LV0636150	02010411	327.42	SOLID WASTE ASSISTANCE FUND	2/5/2007	157	12,548.36
02	CLEAN HARBORS ENV SERVICES	4048419	LV0636151R	02010412	327.42	SOLID WASTE ASSISTANCE FUND	2/5/2007	157	13,432.42
02	CLEAN HARBORS ENV SERVICES	4048419	LV0641486R	02010413	327.42	SOLID WASTE ASSISTANCE FUND	2/5/2007	157	21,977.14
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PAGE-BY:		Vendor Number: V042698999	IRS Name: CLEAN HARBORS ENVIRONMENT	Effective Year: 2007					
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Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements	
02	CLEAN HARBORS ENV SERVICES	4050514	LV0789037	02020605	327.42 SOLID WASTE ASSISTANCE FUND	2/6/2007	158	60,895.24	
02	CLEAN HARBORS ENV SERVICES	4050514	LV0787742	02020604	327.42 SOLID WASTE ASSISTANCE FUND	2/6/2007	158	27,496.62	
02	CLEAN HARBORS ENV SERVICES	4050514	LV0664019	02020603	327.42 SOLID WASTE ASSISTANCE FUND	2/6/2007	158	4,565.85	
02	CLEAN HARBORS ENV SERVICES	4050514	LV0664017	02020602	327.42 SOLID WASTE ASSISTANCE FUND	2/6/2007	158	4,595.38	
02	CLEAN HARBORS ENV SERVICES	4050514	LV0664014	02020601	327.42 SOLID WASTE ASSISTANCE FUND	2/6/2007	158	50,531.36	
02	CLEAN HARBORS ENV SERVICES	4088115	LV0621916	02200411	327.42 SOLID WASTE ASSISTANCE FUND	2/22/2007	170	21,096.27	
02	CLEAN HARBORS ENV SERVICES	4212253	LV0723640	04050909	327.42 SOLID WASTE ASSISTANCE FUND	4/10/2007	203	21,700.23	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0763641	06140605	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	48,722.76	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0769823	06140606	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	2,729.48	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0763655	06140607	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	32,442.09	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0763765R	06140608	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	10,041.27	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0757266R	06140609	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	4,433.73	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0757275	06140610	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	3,452.02	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0757302	06140611	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	22,941.88	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0763671	06140612	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	16,531.41	
02	CLEAN HARBORS ENV SERVICES	4387460	LV0757272	06140613	327.42 SOLID WASTE ASSISTANCE FUND	6/20/2007	256	3,130.37	
02	CLEAN HARBORS ENV SERVICES	4389619	LV0757285	06150101	327.42 SOLID WASTE ASSISTANCE FUND	6/21/2007	257	4,799.77	
02	CLEAN HARBORS ENV SERVICES	4389619	LV0763661	06150102	327.42 SOLID WASTE ASSISTANCE FUND	6/21/2007	257	18,149.31	
02	CLEAN HARBORS ENV SERVICES	4389619	LV0765890	06150103	327.42 SOLID WASTE ASSISTANCE FUND	6/21/2007	257	37,426.11	
02	CLEAN HARBORS ENV SERVICES	4389619	LV0763528	06150104	327.42 SOLID WASTE ASSISTANCE FUND	6/21/2007	257	9,890.29	
02	CLEAN HARBORS ENV SERVICES	4389619	LV0765883	06150105	327.42 SOLID WASTE ASSISTANCE FUND	6/21/2007	257	49,875.39	
02	CLEAN HARBORS ENV SERVICES	4389619	LV0766613	06150106	327.42 SOLID WASTE ASSISTANCE FUND	6/21/2007	257	8,047.52	
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REPORT DETAILS

Report Filter:

{(Vendor Number) (Code) = "V042698999") And ((Effective Year) = 2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009)

View Filter:

{Vendor Disbursements} <> 0

PROMPT DETAILS

Prompt 1: Enter the Vendor Number

V042698999

Prompt 2: Choose from all elements of 'Effective Year'.

2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009

PAGE-BY: Vendor Number: V042698999 IRS Name: CLEAN HARBORS ENVIRONMENT Effective Year: 2008

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Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements	
02	CLEAN HARBORS ENV SERVICES	4425100	LV0769575	06270501	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	5,936.51
02	CLEAN HARBORS ENV SERVICES	4425100	LV0771009	06270502	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	14,152.73
02	CLEAN HARBORS ENV SERVICES	4425100	LV0771782	06270503	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	16,777.52
02	CLEAN HARBORS ENV SERVICES	4425100	LV0771784	06270504	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	8,971.87
02	CLEAN HARBORS ENV SERVICES	4425100	LV0772886	06270505	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	32,247.92
02	CLEAN HARBORS ENV SERVICES	4425100	LV0772910	06270506	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	31,183.34
02	CLEAN HARBORS ENV SERVICES	4425100	LV0773826	06270507	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	15,853.38
02	CLEAN HARBORS ENV SERVICES	4425100	LV0777502R	06270508	327.42	SOLID WASTE ASSISTANCE FUND	7/5/2007	3	80,523.03
02	CLEAN HARBORS ENV SERVICES	4433697	LV0780138	06290703	327.42	SOLID WASTE ASSISTANCE FUND	7/9/2007	5	5,322.45
02	CLEAN HARBORS ENV SERVICES	4433697	LV0780143	06290704	327.42	SOLID WASTE ASSISTANCE FUND	7/9/2007	5	5,565.61
02	CLEAN HARBORS ENV SERVICES	4433697	LV0784134	06290705	327.42	SOLID WASTE ASSISTANCE FUND	7/9/2007	5	11,760.82
02	CLEAN HARBORS ENV SERVICES	4433697	LV0784136R	06290706	327.42	SOLID WASTE ASSISTANCE FUND	7/9/2007	5	1,532.64
02	CLEAN HARBORS ENV SERVICES	4433697	LV0784545	06290707	327.42	SOLID WASTE ASSISTANCE FUND	7/9/2007	5	6,593.56
02	CLEAN HARBORS ENV SERVICES	4545891	LV0700243	08210106	327.42	SOLID WASTE ASSISTANCE FUND	8/28/2007	45	3,276.72
02	CLEAN HARBORS ENV SERVICES	4545891	LV0700915	08210107	327.42	SOLID WASTE ASSISTANCE FUND	8/28/2007	45	2,684.85
02	CLEAN HARBORS ENV SERVICES	4545891	LV0701014R	08210108	327.42	SOLID WASTE ASSISTANCE FUND	8/28/2007	45	5,073.96
02	CLEAN HARBORS ENV SERVICES	4545891	LV0763508	08210109	327.42	SOLID WASTE ASSISTANCE FUND	8/28/2007	45	5,385.92
02	CLEAN HARBORS ENV SERVICES	4545891	LV0791686	08210110	327.42	SOLID WASTE ASSISTANCE FUND	8/28/2007	45	4,755.06
02	CLEAN HARBORS ENV SERVICES	4545891	LV0797328	08210401	327.42	SOLID WASTE ASSISTANCE FUND	8/28/2007	45	10,478.93
02	CLEAN HARBORS ENV SERVICES	4545891	LV0797333	08210402	327.42	SOLID WASTE ASSISTANCE FUND	8/28/2007	45	16,926.00
02	CLEAN HARBORS ENV SERVICES	4559106	LV0703168	08290303	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	9/4/2007	49	505.61
02	CLEAN HARBORS ENV SERVICES	4559106	LV0757293	08290304	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	9/4/2007	49	330.21
02	CLEAN HARBORS ENV SERVICES	4559106	LV0774342	08290305	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	9/4/2007	49	1,419.32
02	CLEAN HARBORS ENV SERVICES	4559106	LV0797335	08290306	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	9/4/2007	49	1,426.02
02	CLEAN HARBORS ENV SERVICES	4599894	LV0730812	09120104	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	9/19/2007	61	1,726.48
02	CLEAN HARBORS ENV SERVICES	4599894	LV0710338	09120103	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	9/19/2007	61	140.46
02	CLEAN HARBORS ENV SERVICES	4704639	LV0745748	10260113	327.42	SOLID WASTE ASSISTANCE FUND	10/31/2007	93	31,842.66
02	CLEAN HARBORS ENV SERVICES	4780464	LV0753675	11270303	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	31,923.77
02	CLEAN HARBORS ENV SERVICES	4780464	LV0754041	11270304	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	18,746.83
02	CLEAN HARBORS ENV SERVICES	4780464	LV0766002	11270305	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	23,252.92
02	CLEAN HARBORS ENV SERVICES	4780464	LV0766005	11270306	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	24,008.85
02	CLEAN HARBORS ENV SERVICES	4780464	LV0766008	11270307	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	14,594.80
02	CLEAN HARBORS ENV SERVICES	4780464	LV0767776	11270308	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	15,367.78
02	CLEAN HARBORS ENV SERVICES	4780464	LV0767783	11270309	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	30,074.69
02	CLEAN HARBORS ENV SERVICES	4780464	LV0768689	11270310	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	27,944.24
02	CLEAN HARBORS ENV SERVICES	4780464	LV0779519	11270311	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	9,096.68
02	CLEAN HARBORS ENV SERVICES	4780464	LV0779520	11270312	327.42	SOLID WASTE ASSISTANCE FUND	12/4/2007	115	46,062.55
02	CLEAN HARBORS ENV SERVICES	4792839	LV0779521	12030503	327.42	SOLID WASTE ASSISTANCE FUND	12/7/2007	118	24,348.00
02	CLEAN HARBORS ENV SERVICES	4792839	LV0779525	12030504	327.42	SOLID WASTE ASSISTANCE FUND	12/7/2007	118	35,485.48
02	CLEAN HARBORS ENV SERVICES	4798100	LV0770560	12040503	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	12/11/2007	120	270.61
	CLEAN HARBORS ENV					OFFICE OF ENVIROMENTAL			

02	SERVICES	4827404	LV0789081	12190212	327.45	ASSISTANCE	12/21/2007	129	1,324.69
02	CLEAN HARBORS ENV SERVICES	4829724	LV0789099	12300309	327.42	SOLID WASTE ASSISTANCE FUND	12/26/2007	130	7,328.98
02	CLEAN HARBORS ENV SERVICES	4844501	LV0754046R	12210407	327.42	SOLID WASTE ASSISTANCE FUND	1/2/2008	133	58,288.83
02	CLEAN HARBORS ENV SERVICES	4896362	LV0789101	01220206	327.42	SOLID WASTE ASSISTANCE FUND	1/24/2008	149	23,756.40
02	CLEAN HARBORS ENV SERVICES	4896362	LV0789106	01220207	327.42	SOLID WASTE ASSISTANCE FUND	1/24/2008	149	55,118.84
02	CLEAN HARBORS ENV SERVICES	4924171	LV0702119	01280408	327.42	SOLID WASTE ASSISTANCE FUND	2/1/2008	155	73,883.41
02	CLEAN HARBORS ENV SERVICES	4948935	LV0737841	02080507	327.42	SOLID WASTE ASSISTANCE FUND	2/13/2008	163	2,670.04
02	CLEAN HARBORS ENV SERVICES	4994527	LV0726432	02220508	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	2/29/2008	175	1,629.16
02	CLEAN HARBORS ENV SERVICES	4994527	LV0710138	02220509	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	2/29/2008	175	1,337.93
02	CLEAN HARBORS ENV SERVICES	5140200	LV0877535	04090310	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	4/29/2008	218	964.08
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View Filter:

{Vendor Disbursements} <> 0

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Prompt 1: Enter the Vendor Number

V042698999

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2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009

PAGE-BY:	Vendor Number: V042698999	IRS Name: CLEAN HARBORS ENVIRONMENT	Effective Year: 2008						
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Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements	
02	CLEAN HARBORS ENV SERVICES	5240546	LV0802957	06030104	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	6,730.02
02	CLEAN HARBORS ENV SERVICES	5240546	LV0802958	06030105	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	20,379.04
02	CLEAN HARBORS ENV SERVICES	5240546	LV0802960	06030106	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	31,725.29
02	CLEAN HARBORS ENV SERVICES	5240546	LV0806090	06030107	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	16,727.01
02	CLEAN HARBORS ENV SERVICES	5240546	LV0806096	06030108	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	14,380.01
02	CLEAN HARBORS ENV SERVICES	5240546	LV0806099	06030109	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	5,497.89
02	CLEAN HARBORS ENV SERVICES	5240546	LV0806738	06030110	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	8,141.44
02	CLEAN HARBORS ENV SERVICES	5240546	LV0806739	06030111	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	25,631.08
02	CLEAN HARBORS ENV SERVICES	5240546	LV0806847	06030112	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	5,215.10
02	CLEAN HARBORS ENV SERVICES	5240546	LV0811900	06030113	327.42	SOLID WASTE ASSISTANCE FUND	6/11/2008	249	3,237.38
02	CLEAN HARBORS ENV SERVICES	5243509	LV0811902	06030702	327.42	SOLID WASTE ASSISTANCE FUND	6/12/2008	250	10,834.87
02	CLEAN HARBORS ENV SERVICES	5243509	LV0811904	06030703	327.42	SOLID WASTE ASSISTANCE FUND	6/12/2008	250	14,918.20
02	CLEAN HARBORS ENV SERVICES	5243509	LV0890595	06030704	327.42	SOLID WASTE ASSISTANCE FUND	6/12/2008	250	6,020.12
02	CLEAN HARBORS ENV SERVICES	5243509	LV0893159	06030705	327.42	SOLID WASTE ASSISTANCE FUND	6/12/2008	250	4,441.45
02	CLEAN HARBORS ENV SERVICES	5243509	LV0893160	06030706	327.42	SOLID WASTE ASSISTANCE FUND	6/12/2008	250	29,762.78
02	CLEAN HARBORS ENV SERVICES	5243509	LV0893163	06030707	327.42	SOLID WASTE ASSISTANCE FUND	6/12/2008	250	8,695.94
02	CLEAN HARBORS ENV SERVICES	5243509	LV0893166	06030708	327.42	SOLID WASTE ASSISTANCE FUND	6/12/2008	250	8,328.30
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REPORT DETAILS

Report Filter:
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PROMPT DETAILS

Prompt 1: Enter the Vendor Number
V042698999
Prompt 2: Choose from all elements of 'Effective Year'.
2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009

PAGE-BY: Vendor Number: V042698999 IRS Name: CLEAN HARBORS ENVIRONMENT Effective Year: 2009

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Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements
02	CLEAN HARBORS ENV SERVICES	5319425	LV0827726	07070704	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	7/15/2008	10	769.79
02	CLEAN HARBORS ENV SERVICES	5319425	LV0840100	07070705	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	7/15/2008	10	1,071.80
02	CLEAN HARBORS ENV SERVICES	5319425	LV0840102	07070706	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	7/15/2008	10	284.82
02	CLEAN HARBORS ENV SERVICES	5323049	LV0818935	07090411	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	60,590.36
02	CLEAN HARBORS ENV SERVICES	5323049	LV0822288	07090412	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	13,671.10
02	CLEAN HARBORS ENV SERVICES	5323049	LV0823046	07090413	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	12,064.41
02	CLEAN HARBORS ENV SERVICES	5323049	LV0824163	07090501	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	7,280.00
02	CLEAN HARBORS ENV SERVICES	5323049	LV0824166	07090502	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	5,814.45
02	CLEAN HARBORS ENV SERVICES	5323049	LV0827794	07090503	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	4,754.49
02	CLEAN HARBORS ENV SERVICES	5323049	LV0827798	07090504	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	9,707.88
02	CLEAN HARBORS ENV SERVICES	5323049	LV0827802	07090505	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	2,116.72
02	CLEAN HARBORS ENV SERVICES	5323049	LV0839040	07090506	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	7,283.98
02	CLEAN HARBORS ENV SERVICES	5323049	LV0840118	07090507	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	4,346.71
02	CLEAN HARBORS ENV SERVICES	5323049	LV0819194	07100212	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	11,952.74
02	CLEAN HARBORS ENV SERVICES	5323049	LV0843064	07100213	327.42 SOLID WASTE ASSISTANCE FUND	7/17/2008	12	4,407.92
02	CLEAN HARBORS ENV SERVICES	5429700	LV0858826	08260109	327.42 SOLID WASTE ASSISTANCE FUND	9/9/2008	54	1,362.11
02	CLEAN HARBORS ENV SERVICES	5450441	LV0847828R	09150207	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	9/18/2008	61	2,024.01
02	CLEAN HARBORS ENV SERVICES	5450441	LV0858815	09150208	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	9/18/2008	61	1,951.61
02	CLEAN HARBORS ENV SERVICES	5450441	LV0880273	09150209	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	9/18/2008	61	1,053.15
02	CLEAN HARBORS ENV SERVICES	5450441	LV0880286	09150210	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	9/18/2008	61	578.92
02	CLEAN HARBORS ENV SERVICES	5596699	LV0816841	11190501	327.42 SOLID WASTE ASSISTANCE FUND	11/25/2008	111	58,310.15
02	CLEAN HARBORS ENV SERVICES	5596699	LV0898911	11190502	327.42 SOLID WASTE ASSISTANCE FUND	11/25/2008	111	24,634.26
02	CLEAN HARBORS ENV SERVICES	5596699	LV0898916	11190503	327.42 SOLID WASTE ASSISTANCE FUND	11/25/2008	111	1,998.66
02	CLEAN HARBORS ENV SERVICES	5600501	LV0816823	11190208	327.42 SOLID WASTE ASSISTANCE FUND	11/26/2008	112	3,222.46
02	CLEAN HARBORS ENV SERVICES	5600501	LV0816824	11190209	327.42 SOLID WASTE ASSISTANCE FUND	11/26/2008	112	16,739.79
02	CLEAN HARBORS ENV SERVICES	5600501	LV0816825	11190210	327.42 SOLID WASTE ASSISTANCE FUND	11/26/2008	112	15,860.03
02	CLEAN HARBORS ENV SERVICES	5600501	LV0816831	11190211	327.42 SOLID WASTE ASSISTANCE FUND	11/26/2008	112	13,325.02
02	CLEAN HARBORS ENV SERVICES	5600501	LV0816834	11190212	327.42 SOLID WASTE ASSISTANCE FUND	11/26/2008	112	1,896.50
02	CLEAN HARBORS ENV SERVICES	5600501	LV0816840	11190213	327.42 SOLID WASTE ASSISTANCE FUND	11/26/2008	112	31,089.45
02	CLEAN HARBORS ENV SERVICES	5616809	OC-25905	12040503	327.42 SOLID WASTE ASSISTANCE FUND	12/8/2008	118	66.37
02	CLEAN HARBORS ENV SERVICES	5616809	LV0816842	12030205	327.30 ENVIRONMENT ADMINISTRATION	12/8/2008	118	3,712.56
02	CLEAN HARBORS ENV SERVICES	5616809	LV0816842	12030205	327.45 OFFICE OF ENVIROMENTAL ASSISTANCE	12/8/2008	118	207.61
02	CLEAN HARBORS ENV SERVICES	5634000	LV0816832R	12110305	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	41,045.25
02	CLEAN HARBORS ENV SERVICES	5634000	LV0818169	12110306	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	14,414.18
02	CLEAN HARBORS ENV SERVICES	5634000	LV0818170	12110307	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	36,592.54
02	CLEAN HARBORS ENV SERVICES	5634000	LV0818171	12110308	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	15,123.79
02	CLEAN HARBORS ENV SERVICES	5634000	LV0825330	12110309	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	15,778.19
02	CLEAN HARBORS ENV SERVICES	5634000	LV0825331	12110310	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	16,348.63
02	CLEAN HARBORS ENV SERVICES	5634000	LV0825332	12110311	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	4,656.16
02	CLEAN HARBORS ENV SERVICES	5634000	LV0832364	12110312	327.42 SOLID WASTE ASSISTANCE FUND	12/16/2008	125	13,868.02
	CLEAN HARBORS ENV							

02	SERVICES	5634000	LV0832365	12110313	327.42	SOLID WASTE ASSISTANCE FUND	12/16/2008	125	3,053.15
02	CLEAN HARBORS ENV SERVICES	5635965	LV0816829	12120401	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	12/17/2008	126	1,076.36
02	CLEAN HARBORS ENV SERVICES	5635965	LV0833090	12120402	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	12/17/2008	126	642.56
02	CLEAN HARBORS ENV SERVICES	5635965	LV0844709	12120403	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	12/17/2008	126	1,571.64
02	CLEAN HARBORS ENV SERVICES	5657263	OCTOBER 2008	12120308	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	12/30/2008	132	166.96
02	CLEAN HARBORS ENV SERVICES	5657263	LV0838570	12120307	327.42	SOLID WASTE ASSISTANCE FUND	12/30/2008	132	8,006.51
02	CLEAN HARBORS ENV SERVICES	5657263	LV0838567	12120306	327.42	SOLID WASTE ASSISTANCE FUND	12/30/2008	132	5,645.08
02	CLEAN HARBORS ENV SERVICES	5657263	LV0838562	12120305	327.42	SOLID WASTE ASSISTANCE FUND	12/30/2008	132	24,583.66
02	CLEAN HARBORS ENV SERVICES	5657263	LV0832375	12120304	327.42	SOLID WASTE ASSISTANCE FUND	12/30/2008	132	19,421.25
02	CLEAN HARBORS ENV SERVICES	5657263	LV0832373	12120303	327.42	SOLID WASTE ASSISTANCE FUND	12/30/2008	132	3,301.37
1 2 of 2 pages									

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AGFA PRD Financial Analysis > Shared Reports > AGFA Global Shared Reports > AGFA Global Vendor Reports > Vendor Payment Details Annual by Dept Div

Home Tools Data Grid Format

Last update: 8/21/09 10:54:20 AM

REPORT DETAILS

Report Filter:

{(Vendor Number) (Code) = "V042698999"} And {(Effective Year) = 2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009}

View Filter:

{Vendor Disbursements} <> 0

PROMPT DETAILS

Prompt 1: Enter the Vendor Number

V042698999

Prompt 2: Choose from all elements of 'Effective Year'.

2004, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009

PAGE-BY:		Vendor Number: V042698999	IRS Name: CLEAN HARBORS ENVIRONMENT	Effective Year: 2009					
1 2 of 2 pages					Data rows: 51 - 56 of 56			Data columns: 1	
Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment	Process Date	Metrics	Vendor Disbursements	
02	CLEAN HARBORS ENV SERVICES	5657263	LV0832369	12120302	327.42	SOLID WASTE ASSISTANCE FUND	12/30/2008	132	5,328.81
02	CLEAN HARBORS ENV SERVICES	5657263	LV0832367	12120301	327.42	SOLID WASTE ASSISTANCE FUND	12/30/2008	132	16,170.44
02	CLEAN HARBORS ENV SERVICES	5659580	LV0849191	12230408	327.42	SOLID WASTE ASSISTANCE FUND	12/31/2008	133	46,708.77
02	CLEAN HARBORS ENV SERVICES	5673775	LV0852443	12230409	327.42	SOLID WASTE ASSISTANCE FUND	1/9/2009	139	52,256.70
02	CLEAN HARBORS ENV SERVICES	5683338	LV0848711	01120311	327.45	OFFICE OF ENVIROMENTAL ASSISTANCE	1/15/2009	143	174.77
02	CLEAN HARBORS ENV SERVICES	5693017	LV0848710	01160107	327.42	SOLID WASTE ASSISTANCE FUND	1/22/2009	148	3,865.93
1 2 of 2 pages									

NON-COMPETITIVE AMENDMENT REQUEST:**APPROVED****Commissioner of Finance & Administration**

1) RFS #	327.42-069		
2) Procuring Agency :	Department of Environment and Conservation		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Mobile Collection and Disposal of Household Hazardous Waste (TCA §68-211-829)		
4) Contractor :	Clean Harbors Environmental Services, Inc.		
5) Contract #	FA-06-16506-00		
6) Contract Start Date :	8/1/05		
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	7/31/10		
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 6,000,000.00		
PROPOSED AMENDMENT INFORMATION			
9) Amendment #	3		
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	08/01/09		
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	07/31/10		
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$5,550,000.00		
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			
<p>The proposed amendment would extend the term of the contract for an additional year as provided in the request for proposals, the original contract, and prior amendments as well as increase the contract maximum liability to provide funding for the additional year. No additional service beyond that provided in the request for proposals, the original contract, and prior amendments is proposed.</p>			
15) Explanation of Need for the Proposed Amendment :			
<p>Tennessee Code Annotated, Title 68, Chapter 211, Part 829, provides that "the department shall, directly or by contract, provide for the collection of household hazardous wastes on designated days in each county." The proposed amendment will permit continued compliance with the statutory mandate through July 31, 2010.</p>			
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)			
<p>Clean Harbors is a publicly traded corporation (Stock Symbol: CLHB) with headquarters located at 1501 Washington Street, Braintree, Massachusetts, 02184.</p>			
17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)			

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

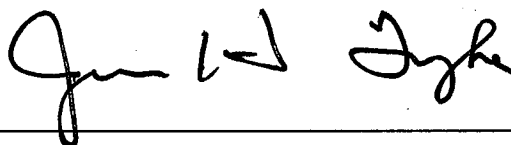
The subject contract was procured through a request for proposals. Clean Harbors submitted the lowest cost proposal and was the best-evaluated proposer over all. Because of the extension option provided in the request for proposals and the original contract, the department has not pursued procurement alternatives for the extension period. The department will complete a request for proposals process for a new contract to commence August 1, 2010.

21) Justification for the Proposed Non-Competitive Amendment :

The subject contract (Section A.22) states that "HHW [household hazardous waste] materials shall be recycled or beneficially reused whenever possible." Furthermore, the Solid Waste Management Act of 1991 (TCA §68-211-801 *et. seq.*) declares that it is the public policy of this state to make "maximum utilization of the resources contained in solid waste" (Subpart 803). The agency and the contractor have worked in partnership to develop and implement a plan for diverting nearly 500,000 pounds of latex paint annually from a landfill to a waste-to-energy facility. The proposed amendment will permit continued implementation of the plan.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
327 — 42 — 069	FA-06-16506-03
State Agency	State Agency Division
Department of Environment & Conservation	Solid Waste Management
Contractor Name	Contractor ID # (FEIN or SSN)
Clean Harbors Environmental Service, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 04-2698999-02

Service Description

Mobile Collection and Disposal of Household Hazardous Waste (HHW) Amendment #3

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
8/1/05	7/31/10	Vendor	

Mark Each TRUE Statement
☒ Contractor is on STARS

☒ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
-----------------------	--------------------	--------------------	-------------	---------------------------	------------------------------

*See Attached Contract Sheet Summary Sheet Supplement

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
06	\$1,200,000.00				\$1,200,000.00
07	\$1,200,000.00				\$1,200,000.00
08	\$1,200,000.00				\$1,200,000.00
09	\$1,360,000.00				\$1,360,000.00
10	\$590,000.00				\$590,000.00
TOTAL:	\$5,550,000.00				\$5,550,000.00

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
06	\$1,200,000.00	
07	\$1,200,000.00	
08	\$1,200,000.00	
09	\$1,360,000.00	
10		\$590,000.00
TOTAL:	\$4,960,000.00	\$590,000.00
End Date:	07/31/09	07/31/10

State Agency Fiscal Contact & Telephone #

THOMAS W. ECK 532-0292

State Agency Budget Officer Approval
Thomas W. Eck
Funding Certification (certification, required by T.C.A., § 9-4-113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

M. J. [Signature]

JUL 22 2009

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input checked="" type="checkbox"/> Other

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	<input checked="" type="checkbox"/> Other *

* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

OCR

JUL 21 2009

RECEIVED

JUL 09 2009

AMENDMENT THREE
TO FA-06-16506-00

Group No. _____ File No. _____

ID No. _____

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and conservation, hereinafter referred to as the "State" and Clean Harbors Environmental Services, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

#1 The text of Contract Section B.1 is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on **August 1, 2005** and ending on **July 31, 2010**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

#2 The text of Contract Section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Five million, five hundred fifty thousand dollars (\$5,550,000.00)**. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

#3 The text of Contract Section E.2 is deleted in its entirety and replaced with the following:

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

For Household Hazardous Collection Events

J. Mike Apple, Director
Department of Environment & Conservation
Division of Solid and Hazardous Waste Management
401 Church Street, 5th Floor
Nashville, TN 37243
Mike.Apple@tn.gov
Telephone # (615) 532-0780
FAX # (615) 532-0886

For School Lab Chemical Clean Out

Lori Munkeboe, Director
Department of Environment & Conservation
Office of Environmental Assistance
401 Church Street, 8th Floor
Nashville, TN 37243
Lori.munkeboe@tn.gov
Telephone # (615) 532-0705
FAX # (615) 532-0199

The Grantee:

Bruce Morgan, Technical Service General Manager
Clean Harbors Environmental Services, Inc.
2815 Old Greenbrier Pike
Greenbrier, TN 37073
morgan.bruce@cleanharbors.com
Telephone # (615) 643-3170
FAX # (615) 643-6372

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

The revisions set forth herein shall be effective August 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.:

Gwendolyn T. Hill

7/8/09

CONTRACTOR SIGNATURE

DATE

GWENDOLYN T. HILL, REGIONAL VICE PRESIDENT

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

James H. Fyke

7/24/09

JAMES H. FYKE, COMMISSIONER

DATE

APPROVED:

M.D. Goetz, Jr. JP

7-24-09

M. D. GOETZ, Jr.,
COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

JUSTIN P. WILSON
COMPTROLLER OF THE TREASURY

DATE

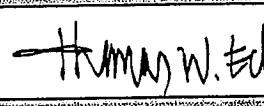
CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
327 — 42 — 069	FA-06-16506-02
State Agency	State Agency Division
Department of Environment & Conservation	Solid Waste Management
Contractor Name	Contractor ID # (FEIN or SSN)
Clean Harbors Environmental Service, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 04-2698999-02
Service Description	
Mobile Collection and Disposal of Household Hazardous Waste (HHW) Amendment #2	
Contract Begin Date	Contract End Date
8/1/05	7/31/09
SUBRECIPIENT or VENDOR?	
Vendor	
CFDA #	

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
*See Attached Contract Sheet Summary Sheet Supplement					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
06	\$1,200,000.00				\$1,200,000.00
07	\$1,200,000.00				\$1,200,000.00
08	\$1,200,000.00				\$1,200,000.00
09	\$1,360,000.00				\$1,360,000.00
TOTAL:					\$4,960,000.00

— COMPLETE FOR AMENDMENTS ONLY —		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
06	\$1,200,000.00	
07	\$1,200,000.00	
08	\$1,200,000.00	
09		\$1,360,000.00
TOTAL:		\$1,360,000.00
End Date:		07/31/09

State Agency Fiscal Contact & Telephone #
THOMAS W. ECK 532-0292
State Agency Budget Officer Approval
 THOMAS W. ECK
Funding Certification (Certification required by 16 C.F.R. § 9.4-4.13 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
JUN 05 2008 RECEIVED OFFICE OF THE COMPTROLLER OF THE DEPARTMENT OF ENVIRONMENT & CONSERVATION

Contractor Ownership (complete for ALL base contracts — N/A to amendments or delegated authorities)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Person w/ Disability <input type="checkbox"/> Female <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Government <input type="checkbox"/> Other	
Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)	
<input type="checkbox"/> RFP <input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Competitive Negotiation * <input type="checkbox"/> Negotiation w/ Government (ID, GG, GU) <input type="checkbox"/> Alternative Competitive Method * <input type="checkbox"/> Other *
Procurement Process Summary (complete for selection by Non-Competitive Negotiation; Competitive Negotiation; OR Alternative Method)	
PROCESSED JUN 20 2008 RECEIVED JUN 04 2008	

FA-06-16506

FY-09

[illegible]

**AMENDMENT TWO
TO CONTRACT FA-06-16506-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Clean Harbors Environmental Services, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1 is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on **August 1, 2005** and ending on **July 31, 2009**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **four million, nine hundred sixty thousand dollars (\$4,960,000.00)**. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective August 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.:

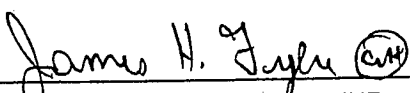


CONTRACTOR SIGNATURE

DATE

GEORGE L. CURTIS, SR. V.P. PRICING AND PROPOSAL

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:



JAMES H. FYKE, COMMISSIONER

5/28/08

DATE



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Harry Brooks
Curt Cobb
Dennis Ferguson
Frank Niceley
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*
Mary Pruitt
Donna Rowland
David Shepard
Curry Todd

Sen. Don McLeary, Vice-Chairman

Senators

Mae Beavers
Jim Bryson
Steve Cohen
Douglas Henry, *ex officio*
Lt. Governor John S. Wilder, *ex officio*
David Fowler
Steve Southerland

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman
Don McLeary, Vice-Chairman

DATE: July 31, 2006

SUBJECT: Contract Comments
(Contract Services Subcommittee Meeting 6/20/06)

RFS# 327.42-069

Department: Environment & Conservation

Contractor: Clean Harbors Environmental Services, Inc.

Summary: This vendor is responsible for providing mobile collection and disposal of household hazardous waste across the state. This amendment establishes uniform pricing and eliminates the need for separate collection since both types of paint will be treated the same. The term of the contract remains the same, effective through July 31, 2008. The Department has the option to extend this contract in one-year increments up to five years.

Maximum liability: \$3,600,000

Maximum liability if extended for full 5 years: \$6,000,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable James Fyke, Commissioner, Environment & Conservation
Mr. Robert Barlow, Director, Office of Contracts Review



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Harry Brooks
Curt Cobb
Dennis Ferguson
Frank Niceley
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*

Mary Pruitt
Donna Rowland
David Shepard
Curry Todd

Sen. Don McLeary, Vice-Chairman
Senators

Mae Beavers
Jim Bryson
Steve Cohen
Douglas Henry, *ex officio*
Lt. Governor John S. Wilder, *ex officio*

David Fowler
Steve Southerland

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman
Don McLeary, Vice-Chairman

DATE: June 21, 2006

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 6/20/06)

RFS# 327.42-069

Department: Environment & Conservation

Contractor: Clean Harbors Environmental Services, Inc.

Summary: This vendor is responsible for providing mobile collection and disposal of household hazardous waste across the state. This amendment establishes uniform pricing and eliminates the need for separate collection since both types of paint will be treated the same. The term of the contract remains the same, effective through July 31, 2008. The Department has the option to extend this contract in one-year increments up to five years.

Maximum liability: \$3,600,000

Maximum liability if extended for full 5 years: \$6,000,000

After review, the Contract Services Subcommittee voted to recommend approval of the contract amendment. The Fiscal Review Committee did not act on the recommendation due to lack of a quorum.

cc: The Honorable James Fyke, Commissioner, Environment & Conservation
Mr. Robert Barlow, Director, Office of Contracts Review



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Harry Brooks	Mary Pruitt
Curt Cobb	Donna Rowland
Dennis Ferguson	David Shepard
Frank Niceley	Curry Todd
Craig Fitzhugh, <i>ex officio</i>	
Speaker Jimmy Naifeh, <i>ex officio</i>	

Sen. Don McLeary, Vice-Chairman

Senators

Mae Beavers	David Fowler
Jim Bryson	Steve Southerland
Steve Cohen	
Douglas Henry, <i>ex officio</i>	
Lt. Governor John S. Wilder, <i>ex officio</i>	

June 21, 2006

The Honorable Dave Goetz
Commissioner
Department of Finance & Administration
State Capitol, First Floor
Nashville, Tennessee 37243

Dear Commissioner Goetz:

Attached are memos summarizing the action of the Contract Services Subcommittee on non-competitive contracts considered at its June 20 meeting. Due to lack of a quorum, the full Fiscal Review Committee did not act on these recommendations. At the recommendation of Chairman Curtiss, the Committee directed that I forward to you these memos of the Subcommittee's action. The Subcommittee's recommendations will be considered by the full Committee at its next regular meeting on July 12, 2006.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "James W. White".

James W. White
Executive Director

cc: Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
ADMINISTRATIVE SERVICES
401 CHURCH STREET
NASHVILLE, TENNESSEE 37243

May 26, 2006

RECEIVED

MAY 31 2006

FISCAL REVIEW

James W. White, Executive Director
Fiscal Review Committee
General Assembly of the State of Tennessee
320 Sixth Avenue North, 8th Floor
Nashville, Tennessee 37243

Dear Mr. White:

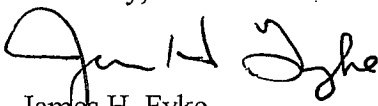
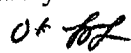
Pursuant to *Tennessee Code Annotated* (TCA) §68-211-829, the Department of Environment and Conservation entered into a contract with Clean Harbors Environmental Services, Inc., on August 1, 2005, to provide mobile collection and disposal of household hazardous waste across the state. The contractor was selected through a request for proposals process. Now the department proposes to amend the contract to significantly enhance the service by diverting nearly 500,000 pounds of latex paint per year from a landfill at no additional cost to the state.

Currently the contractor disposes of treated latex paint in a landfill. This disposal method is acceptable and is in accordance with the contract and the contractor's proposal. The department and the contractor have developed a plan to combine latex paint with oil-based paint and dispose of it at a waste-to-energy facility. The current pricing structure requires that oil-based and latex paint be separated at the point of collection for weighing and billing. The amendment is needed to establish uniform pricing that will eliminate the need for separate collection.

The Solid Waste Management Act of 1991 (TCA §68-211-801 *et seq.*) declares that it is the public policy of this state to make "maximum utilization of the resources contained in solid waste" (Subpart 803). Execution of this amendment will improve compliance with this explicit legislative intent.

Thank you for your consideration of this request.

Sincerely,


James H. Fyke
0+ 

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

MAY 31 2006

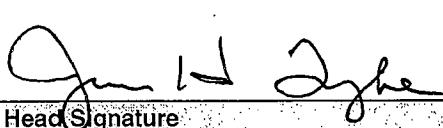
FISCAL REVIEW

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED

1) RFS #	327.42-069	
2) State Agency Name	Department of Environment and Conservation	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Mobile Collection and Disposal of Household Hazardous Waste (TCA §68-211-829)	
4) Contractor :	Clean Harbors Environmental Services, Inc.	
5) Contract #	FA-06-16506-00	
6) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	8/1/05	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	7/31/10	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$6,000,000	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	1	
10) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	7/31/10	
11) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$6,000,000	
12) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
13) Description of the Proposed Amendment Effects & Any Additional Service :		
The proposed amendment would allow the contractor to combine latex paint with oil-based paint and dispose of it at a waste-to-energy facility. The proposed amendment would increase the service rate for latex paint from \$0.26 per pound to \$0.305 per pound and decrease the service rate for oil-based paint from \$0.40 per pound to \$0.305 per pound. Overall, it is estimated that a modest cost savings (\$1,450 annually) will accrue to the state as a result of the proposed amendment.		

14) Explanation of Need for the Proposed Amendment:	
Currently, the contractor disposes of treated latex paint in a landfill. This disposal method is acceptable and is in accordance with the contract and the contractor's proposal. However, the proposed amendment provides an opportunity to significantly enhance the service by diverting nearly 500,000 pounds of latex paint per year from a landfill. The current pricing structure requires that oil-based and latex paint be separated at the point of collection for weighing and billing. Since both types of paint will be treated the same, the amendment is needed to establish uniform pricing that will eliminate the need for separate collection and will protect both parties from any fluctuation in the volumes of each type of paint.	
15) Name & Address of Contractor's Current Principal Owner(s) (not required if proposed contractor is a state education institution)	
Clean Harbors is a publicly traded corporation (Stock Symbol: CLHB) with headquarters located at 1501 Washington Street, Braintree, Massachusetts, 02184.	
16) Documentation of Office for Information Resources Endorsement: (required <u>only</u> if the subject service involves information technology)	
select one:	<input checked="checked" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
17) Documentation of Department of Personnel Endorsement: (required <u>only</u> if the subject service involves training for state employees)	
select one:	<input checked="checked" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
18) Documentation of State Architect Endorsement: (required <u>only</u> if the subject service involves construction or real property related services)	
select one:	<input checked="checked" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
19) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:	
The subject contract was procured through a request for proposals. Clean Harbors submitted the lowest cost proposal and was the best-evaluated proposer over all. Recalculation of scores based on the proposed amendment actually increases Clean Harbors' margin over the other proposers. Because the proposed amendment affects only two (2) of eighteen (18) commodities or categories of commodities collected by the contractor, it would not be practical to enter a separate contract for the collection and disposal of paint.	
20) Justification for the Proposed Non-Competitive Amendment:	
The subject contract (Section A.22) states that "HHW [household hazardous waste] materials shall be recycled or beneficially reused whenever possible." Furthermore, the Solid Waste Management Act of 1991 (TCA §68-211-801 <i>et seq.</i>) declares that it is the public policy of this state to make "maximum utilization of the resources contained in solid waste" (Subpart 803). The agency and the contractor have worked in partnership to develop a plan for diverting nearly 500,000 pounds of latex paint annually from a landfill to a waste-to-energy facility. The proposed non-competitive amendment will permit implementation of the plan.	
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)	
 Agency Head Signature	5/24/06 Date

CONTRACT SUMMARY SHEET

060706

RFS #		Contract #	
327.42 — 069		FA — 06 — 16506 — 01	
State Agency		State Agency Division	
Department of Environment and Conservation		Solid Waste Management	
Contractor Name		Contractor ID # (FEIN or SSN)	
Clean Harbors Environmental Services, Inc.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 04-2698999-02	
Service Description			
Mobile collection and disposal of household hazardous waste (HHW) <i>AMENDMENT #1</i>			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
8/1/05	7/31/08	VENDOR	
Mark Each TRUE Statement			
<input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
327.42	301	089	20
FY	State	Federal	Interdepartmental
2006	\$1,200,000.00		
2007	\$1,200,000.00		
2008	\$1,200,000.00		
			TOTAL Contract Amount
			\$1,200,000.00
			\$1,200,000.00
			\$1,200,000.00
TOTAL			\$3,600,000.00

OCR RELEASED
 FEB 21 2007
 TO ACCOUNTS

PROCESSED
 FEB 26 2007
 DEPT OF ENVIRONMENT & CONSERVATION

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Thomas W. Eck 532-0292
2006	\$1,200,000.00	<i>CHANGE</i>	State Agency Budget Officer Approval
2007	\$1,200,000.00	<i>C.3. C.4.</i>	
2008	\$1,200,000.00		
TOTAL			Funding Certification (certification required by TCA § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
End Date: <i>7/31/08</i>			RECEIVED FEB 21 2007 OFFICE OF ENVIRONMENT SERVICES

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—		
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)					
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method		
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)		<input type="checkbox"/> Other		
Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)					

AMENDMENT 1
TO CONTRACT FA-06-16506-00

COPY

This Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the State, and Clean Harbors Environmental Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.3 in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates enumerated in Exhibit 1, Exhibit 1-A, Exhibit 2, and Exhibit 2-A for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. Copies of the manifests under which the wastes were shipped off site and signed certificates of disposition from the final disposal or recycling facility must accompany the invoice for all wastes included in the invoice. The documentation must include the container numbers, types, and weights of the materials.

2. Delete Section C.4 in its entirety and insert the following in its place:

C.4. Unit Cost Adjustment: At the beginning of each State fiscal year (July 1), the unit cost rates shall be adjusted for inflation based on the Consumer Price Index (CPI). The rates shall be adjusted in accordance with the CPI for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, Washington, D.C., or its successor index. In the event said Index ceases publication, the adjustment shall be determined by using the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the U.S. City Average for the same area coverage; or, if not available, then according to the Index most comparable to the Index for All Urban Consumers.

The unit cost rates in Exhibit 1, Exhibit 1-A, Exhibit 2 and Exhibit 2-A shall be used as the base. Adjustments to this base shall equal the percentage change determined from the Index for the preceding year ending on December 31st. The amended Payment Rates shall take effect on July 1. Once adjusted, the new Payment Rates shall apply for one (1) year. In no event shall the annual percentage adjustment exceed 3.5%.

3. Add Exhibit 1-A and Exhibit 2-A which are attached to this amendment.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

COPY

IN WITNESS WHEREOF:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.:

William B Hallam 8/7/06
Signature Date

WILLIAM B HALLAM REGIONAL VICE PRESIDENT
Print or Type Name and Title of Authorized Signatory

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

James H. Fyke 2/6/07
James H. Fyke, Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 2/14/07
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 2-16-07
John G. Morgan, Comptroller of the Treasury Date

EXHIBIT 1-A
EFFECTIVE 8/1/06
SERVICE RATES

COPY

HAZARDOUS WASTE COLLECTION EVENTS AND SCHOOL CHEMICAL CLEANOUTS

NOTE: The pricing in Item 6 is based upon net weight. Any inclusion of container minimum charges will make the cost proposal nonresponsive.

1.	One-day Collection Event — Cost of LABOR (Base Fee)*	\$1,750.00
2.	Cost for LABOR for each ADDITIONAL DAY OF EVENT (Base Fee)*	\$450.00
3.	One-day Collection Event — Cost of EQUIPMENT	\$577.00
4.	Cost for EQUIPMENT for each ADDITIONAL DAY OF EVENT	\$491.00
5.	Mobilization cost per school:	
a.	In the SAME county as scheduled collection event	\$100.00
b.	In a county ADJACENT to the scheduled collection event	\$100.00
c.	In a county CONTIGUOUS to an adjacent county to the scheduled event	\$100.00
6.	Net weight unit cost for disposal of the following, including but not limited to, all required labor, packaging and containerization, labeling, and associated transportation costs	
a.	One (1) pound of flammable liquid	\$0.260
b.	One (1) pound of flammable solid	\$1.120
c.	One (1) pound of corrosive material	\$1.120
d.	One (1) pound of oxidizing material	\$1.120
e.	One (1) pound of poisonous (e.g., pesticide) material	\$1.120
f.	One (1) pound of paint	\$0.305
g.	One (1) pound of antifreeze	\$0.330
h.	One (1) pound of aerosols/compressed gas	\$1.120
i.	One (1) pound of miscellaneous dry cell batteries	\$1.120
j.	One (1) pound of lead-acid batteries	\$0.150
k.	One (1) pound of used oil	\$0.190
l.	One (1) pound of reactive material	\$5.000
m.	One (1) pound of elemental mercury containing material	\$4.000
n.	One (1) pound of fluorescent tubes (8' maximum length)	\$1.120
o.	One (1) pound of electronics scrap material	\$0.330
p.	One (1) pound of non-hazardous liquid	\$0.280
q.	One (1) pound of automotive oil filters	\$0.440

COPY

* The cost for LABOR for items 1 and 2 are the Base Fee for each County's Event. The multipliers in the following table shall be used to determine the actual charge for that Event. The HHW Coordinator shall determine the appropriate multiplier based upon the most recent data available. In some instances, unusual circumstances may affect the validity of the multiplier. The HHW Coordinator shall have discretion to assign the appropriate multiplier. The Contractor will be notified in advance which multiplier will be applied to each Event.

Participating Households	Multiplier
0-125	.5
126-250	1
251-500	2
501-1000	4
1001-1500	8
1501-2000	10
>2000	12

COPY

EXHIBIT 2-A

EFFECTIVE 8/1/06

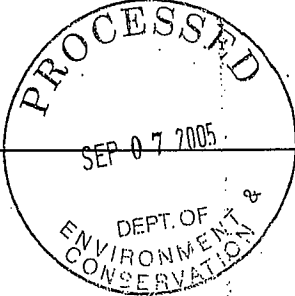
SERVICE RATES

FIXED-LOCATION PICK UPS

NOTE: The pricing in item 1 is based upon net weight. Any inclusion of container minimum charges will make the cost proposal nonresponsive.

1.	Net weight unit cost for disposal of the following, including but not limited to, all required labor, packaging and containerization, labeling, and associated transportation costs	
a.	One (1) pound of flammable liquid	\$0.260
b.	One (1) pound of flammable solid	\$1.120
c.	One (1) pound of corrosive material	\$1.120
d.	One (1) pound of oxidizing material	\$1.120
e.	One (1) pound of poisonous (e.g., pesticide) material	\$1.120
f.	One (1) pound of paint	\$0.305
g.	One (1) pound of antifreeze	\$0.330
h.	One (1) pound of aerosols/compressed gas	\$1.120
i.	One (1) pound of miscellaneous dry cell batteries	\$1.120
j.	One (1) pound of lead-acid batteries	\$0.150
k.	One (1) pound of used oil	\$0.190
l.	One (1) pound of reactive material	\$5.000
m.	One (1) pound of elemental mercury containing material	\$4.000
n.	One (1) pound of fluorescent tubes (8' maximum length)	\$1.120
o.	One (1) pound of electronics scrap material	\$0.330
p.	One (1) pound of non hazardous-liquid	\$0.280
q.	One (1) pound of automotive oil filters	\$0.440
2.	Staffing	
a.	Price per hour per field chemist (to perform technical duties such as categorization, packing, labeling, etc.)	\$45.00
b.	Price per hour per laborer (for non-technical duties such as unloading vehicles, bulking liquids, such as oil, antifreeze, and paint)	\$30.00

CONTRACT SUMMARY SHEET

RFS Number: 327.42-069		Contract Number: F-4-06-165 06-00	
State Agency: Department of Environment and Conservation		Division: Solid Waste Management	
Contractor: Clean Harbors Environmental Services, Inc.		Contractor Identification Number: 04-2698999 - 02	
Service Description: Mobile Collection and Disposal of Household Hazardous Waste (HHW)			
Contract Begin Date: 8/1/05		Contract End Date: 7/31/08	
Allotment Code: 327.42	Cost Center: 301	Object Code: 089	Fund: 20
		<input type="checkbox"/> on STARS	
FY	State Funds	Federal Funds	Interdepartmental Funds
2006	1,200,000.00		
2007	1,200,000.00		
2008	1,200,000.00		
Total: 3,600,000.00		Total Contract Amount (including ALL amendments): 3,600,000.00	
CFDA #		Check the box ONLY if the answer is YES	
State Fiscal Contact: Tom Eck, 18 th Floor, L&C Tower, 532-0292		Is the Contractor a SUBRECIPIENT? (per OMB A-133) <input type="checkbox"/>	
		Is the Contractor a VENDOR? (per OMB A-133) <input checked="" type="checkbox"/>	
		Is the Fiscal Year Funding STRICTLY LIMITED? <input type="checkbox"/>	
Procuring Agency Budget Officer Approval Signature: <i>Thomas W. Eck</i>		Is the Contractor on STARS? <input checked="" type="checkbox"/>	
		Is the Contractor's FORM W-9 ATTACHED? <input type="checkbox"/>	
		Is the Contractor's Form W-9 Filed with Accounts? <input checked="" type="checkbox"/>	
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
END DATE →	Base Contract & Prior Amendments	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.	
FY:		 <div style="display: flex; flex-direction: column; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">RECEIVED</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">2005 AUG 23 PM 3:06</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">COMPTROLLER'S OFFICE OFFICE OF MANAGEMENT SERVICES</div> </div>	
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DIRECTOR OF ACCOUNTS

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

COPY

This Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Clean Harbors Environmental Services, Inc., hereinafter referred to as the "Contractor," is for the provision of collection and disposal of Household Hazardous Waste (HHW), as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

1501 Washington St.
Braintree, MA 02184

The Contractor's place of incorporation or organization is Massachusetts.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide Household Hazardous Waste management services for the temporary Collection Events at the County-designated site on the date specified by the County as approved by the State. The State may require the Contractor to operate a maximum of three (3) such units simultaneously (subject to demand or availability of state personnel and funds). The events will be scheduled so that the total anticipated number of households participating will not exceed 2,500 for the combined events (e.g., Blount County and Williamson County will not be scheduled for the same date because the combined participation would be 3,050 households based on the most recent data.).
- A.2. The Contractor shall, within thirty (30) days of a prior notification by the State, provide a mobile HHW collection unit for operation at a specified location within the State of Tennessee.
- A.3. The Contractor shall ensure that all mobile HHW collection units are provided with the basic materials and equipment necessary for:
 - a. controlling traffic flow, including site ingress and egress;
 - b. safe and efficient unloading, sorting, and packaging of HHW;
 - c. responding to fires, spills, and/or other such releases of HHW;
 - d. efficiently containerizing the collected wastes;
 - e. providing effective safety barriers to protect contractor personnel as well as community participants from exposure to hazardous materials. Such material components may include, but are not necessarily limited to: signs, traffic cones, barrier tape, drums, absorbent material, labels, fire extinguishers, shovels, overpack drums, plastic ground cloths, etc.; and
 - f. determining the weight of the materials collected.
- A.4. The Contractor shall perform the requirements of this Contract in accordance with all applicable regulations, including those applicable to the transportation of hazardous waste and hazardous materials. It is the intent of the State that the Contractor shall perform the requirements of this

COPY

Contract with regard to disposal, treatment, reuse, and recycling of household hazardous wastes with the same standard of care as regulated hazardous waste (even though household hazardous wastes are exempt). The Contractor shall possess and submit a copy of all necessary and required federal, state, and local permits and licenses. Submission of these licenses and permits does not indicate State approval, and the State may require additional (if required) permits and licenses.

- A.5. The Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, and otherwise provide all services necessary for, or incidental to, the performance of all work as defined in this Contract. Necessary equipment includes but is not limited to trucks, tents, certified scales, funnels, lables, tow motors, and pallet jacks. Necessary materials include but are not limited to DOT approved shipping containers, such as drums, buckets, boxes and roll-offs; absorbent material; labels; and unknown identification kits.
- A.6. The Contractor shall provide a sufficient, competent, and trained staff to receive, handle, weigh, package, store, and transport all household hazardous waste processed through the collection events or picked up at fixed locations. Proof of training (as per TOSHA General Industry Standard number 1910.120) of all assigned personnel shall be required and provided to the State. All Contractor personnel at the collection sites shall be properly attired and identified by the Contractor, and are expected to present a friendly and professional image to the public.
- A.7. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in these services.
- A.8. The Contractor shall submit and provide to the State a generic Spill Contingency Plan (to be used at each HHW Collection Event site) that ensures all Contractor employees are able and prepared to contain or control any spills, fires, or releases of HHW. Such preparedness must be demonstrated by the development of a written Spill Contingency Plan that shall provide for preventing and containing all spills at all collection sites. The Plan must be available at each mobile collection site. Additionally, the Contractor shall clean up all spills that occur during any Collection Event in compliance with the Spill Contingency Plan and to the satisfaction of the Tennessee Department of Environment and Conservation, the Tennessee Emergency Management Agency, and other applicable state and federal agencies. All of the Contractor's employees must be thoroughly familiar with approved Plan. Submission of this Plan and subsequent contract award does not constitute State approval of all or part of the Plan.
- A.9. The Contractor shall submit a site specific Health and Safety Plan to be used at each HHW Collection Event. Additionally, it shall be the responsibility of the Contractor to perform all the activities described herein in compliance with all applicable local, state, and federal laws and regulations; this includes, but is not limited to, the U.S. Environmental Protection Agency and Department of Transportation (federal and state) requirements for packaging, marking, shipping, and labeling hazardous materials/wastes whether or not directly applicable. Submission of this Plan does not constitute State approval of all or part of the Plan.
- A.10. The Contractor's Project Manager shall provide on-site supervision during all Collection Events. Supervision shall include, but not be limited to, overseeing the removal of household hazardous waste from vehicles, interviewing participants on the characteristics and exempt status of their wastes, and determining the appropriate handling and storage of the waste and direction of the county provided "volunteer" staffing.
- A.11. The Contractor shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive-through pattern. Specific, legible instructions and traffic control signs shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic in consultation with local authorities.

COPY

- A.12. The Contractor shall properly secure and render inaccessible to the public all collected waste, Contractor's equipment and County property, including trash containers. The Contractor shall provide adequate security should overnight storage of waste and Contractor equipment at a mobile collection site be deemed necessary.
- A.13. The Contractor shall set up work stations, segregated and organized storage areas, and packing stations as required to maximize the efficiency of Contractor services and minimize mixing of incompatible waste materials at all locations.
- A.14. The Contractor shall provide all of the necessary equipment and materials for setting up and operating the temporary household hazardous waste collection site(s) and for picking up waste at fixed locations. All Contractor equipment shall be clean, properly maintained, and clearly identifiable.
- A.15. The Contractor shall ensure that the designated collection site is completely set up and ready for operation one half hour prior to the beginning time of the collection. A separate or joint inspection may be made by the State and the Contractor's Project Manager. Any deficiencies noted during or after the inspection shall be corrected immediately.
- A.16. The Contractor shall submit a written contingency plan describing how the Contractor will mobilize additional qualified personnel, equipment, and material as required to manage and control the activities if the State determines that the participation at a particular event exceeds the Contractor's staffing and equipment levels needed to manage a Collection Event properly.
- A.17. The Contractor shall determine and record the weight and waste category of each container of waste generated during the collection on the master weight sheet before the materials are transported from the Collection Event site. Scales must be certified by the Tennessee Department of Agriculture.
- A.18. The Contractor shall leave the collection site clean and environmentally safe and shall assume responsibility for the repair and restoration of any damages caused by its activities or those of its subcontractors.
- A.19. The Contractor shall provide on-site identification of all wastes received. With regard to unknown materials brought to mobile collection sites, the Contractor shall either:
- a. Field characterize such materials to determine the appropriate handling and disposal requirements, or
 - b. Refuse to accept materials that cannot be adequately characterized for disposal.
- A.20. In the event that a container of waste has remaining capacity, the Contractor shall have the discretion to use the container at subsequent pick-ups or collection events. The container is to be accompanied by a container weight sheet indicating the locations and the resultant gross weight after each location, initialed by the project manager and the State site representative. The thirty (30)-day requirement specified in A.29 shall apply when the container is deemed to be full. This option may be revoked if the State, in its sole judgment, determines that it is being abused.
- A.21. The Contractor shall comply with all transportation requirements applicable to the transport of hazardous substances and hazardous waste. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport (if required) of Household Hazardous Waste and school chemicals. The Contractor shall be responsible for the packaging, transportation, and disposal of all materials that were collected during the operation of a mobile site, except as provided in Section A.35. The Contractor shall insure that all HHW collected by the mobile unit which cannot be recycled or beneficially reused is transported to a permitted hazardous waste treatment or disposal facility that has been pre-approved by the State.

COPY

- A.22. The Contractor shall make every effort to consolidate compatible Household Hazardous Waste materials. HHW materials shall be recycled or beneficially reused whenever possible (e.g., the State would prefer that high-BTU wastes be incorporated into a fuels blending process as opposed to being incinerated). Furthermore, the Contractor shall bulk liquid wastes, including flammable liquids, antifreeze, and used oil whenever practical.
- A.23. The Contractor shall provide a cross-reference sheet at the end of the event that lists all the containers to be shipped specifying the waste category (using the categories specified in the pricing list), the container number, container type, and gross weight of the container and waste. If roll-offs are utilized, the tare weights are to be recorded and the gross weights are to be provided in the 15-day paperwork using public weigh tickets for documentation. The cross-reference sheet should include the County and date of the event and signature lines for the project manager and State site representative. This document is to be prepared on carbon paper and a copy provided to the State after the requisite signatures are in place.
- A.24. The Contractor shall treat and/or dispose of all Household Hazardous Waste and school chemicals (if not recycled by the Contractor) at an appropriate facility approved in writing by the State. No wastes accepted by the Contractor may be disposed in a Subtitle D landfill without express written approval from the State and no such wastes may leave the United States of America without prior written approval from the State.
- A.25. The Contractor shall insure that all transporters possess local, state, and federal transportation permits and licenses applicable to persons who transport hazardous waste and hazardous substances and shall comply with all local, state, and federal regulations.
- A.26. The Contractor shall provide to the State a copy of all hazardous waste manifests, signed by the receiving facility, prepared for each Collection Event within fifteen (15) days from the date of the Collection Event.
- A.27. The Contractor shall provide to the State a cross-reference sheet indicating the waste category, total net weight of Household Hazardous Waste materials, manifest number, and container numbers for each container of Household Hazardous Waste generated during each Collection event within fifteen (15) days from the date of the Collection Event.
- A.28. Unless specifically extended in writing by the State, the Contractor shall ensure that all waste accepted by the Contractor is recycled, reused, or properly disposed within thirty (30) days from when the contractor accepts the waste. The Contractor shall maintain records of all waste collected. Such records shall be sufficient to account for all waste categories by weight collected during each day a mobile unit operates or from each pick up location.
- A.29. The Contractor shall, within thirty (30) days of the termination date of the Contract, provide a final report to the State summarizing the type, quantity indicating net weight and disposition of all Household Hazardous Wastes collected during the Contract period.
- A.30. The Contractor shall provide Household Hazardous Waste collection and disposal services (as described in Section A. "Scope of Services") in each County on the scheduled time and date furnished by the State (See Section A.1). Failure to appear (See Section A.32 for exceptions) at any scheduled collection or pick up shall result in the Contractor being responsible for reimbursing the County and State for all costs associated with, but not limited to, planning, advertising, and personnel costs related to the planned event or pick up. Additionally, failure to appear at any scheduled collection may result in the forfeiture of the Contractor's performance bond and immediate termination of the Contract.
- A.31. Events that may occur which could result in delay(s) in providing the services as defined in the Contract shall immediately and verbally be communicated by the Contractor to the State. This notification shall define the unanticipated or uncontrollable event that has occurred. The Contractor shall within seven (7) calendar days notify the State in writing of the length and cause

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of the delay, the measures being taken or to be taken to minimize the delay, and the timetable by which the Contractor intends to implement these measures. Any such delay will only be approved if the State determines that the cause is an act of God; strike, lockout, or other industrial disturbance; act of the public; war; extreme inclement weather; explosion; governmental restraint; or other cause(s) which is reasonably outside the control of the Contractor.

- A.32. Title to all Household Hazardous Waste and school chemicals shall pass to the Contractor upon receipt by the Contractor of the materials from each participant at each county designated mobile collection site or at the time of the pick up from a fixed location. Furthermore, the Contractor shall sign all manifests as the waste generator collected at each collection. Materials that are diverted to the County under Section A.38 are excluded from this provision.
- A.33. The Contractor shall provide HHW management services at permanent collection facilities, if directed to do so by the State. The requirements of Sections A.8, A.9, and A.17 through A.31 shall apply to services provided at permanent collection facilities, where applicable.
- A.34. The State reserves the right to require the Contractor to allow participants to leave their vehicles to witness the removal of material from their vehicles.
- A.35. The State reserves the right to require diversion of any materials collected to the County for recycling or alternative disposal by the County.
- A.36. For the purpose of planning and scheduling, the State shall notify the Contractor thirty (30) days in advance of a scheduled collection.
- A.37. The State shall require each County to conduct an advertising and public education program for the purpose of informing residents of each Household Hazardous Waste Collection Event and the items to be collected. The State shall require each County to provide restroom facilities for the Event.
- A.38. The State shall require each County to provide an on-site representative at each collection for the purpose of coordinating activities and to assist with solving any problems that may arise. Each County will provide volunteers to assist with traffic flow and survey taking. Additionally, each County will provide one volunteer for each 125 anticipated households to aid the Contractor in performing less technical duties such as shuttling non-hazardous waste to the dumpster as well as unloading and stacking electronics, paint, lead-acid batteries, and propane tanks. The Contractor may reject the use of the County provided labor. If the Contractor utilizes the volunteers it is the Contractor's responsibility to provide basic personal protective equipment such as aprons, work gloves, and safety goggles.
- A.39. The State shall require each County to provide one or more containers for the collection of non-hazardous household waste at each collection event(s) and provide for the proper disposal of the non-hazardous wastes by the County. At its discretion a County may provide additional containers for the segregation of cardboard, steel, or other recyclable materials that result from the processing of the collected HHW. The Contractor shall sort the non-hazardous wastes in accordance with the host County's instructions. The County may establish a reuse area to divert usable household hazardous materials that are collected at the event. The reuse area may be open to residents, nonprofits, and government. If a reuse area is established, the Contractor shall segregate such materials as the County has requested to divert. One hour prior to the end of the event, the reuse areas will be closed and the County may return any unwanted items to the Contractor to be disposed as HHW.
- A.40. The State shall require each County to arrange for local collection of lead-acid batteries, anti-freeze, and used motor oil throughout the year as per TCA §68-211-866. These materials are still acceptable for collection and disposal by the Contractor when brought in by households, although the State anticipates that the quantities of these materials will be reduced by local year-round management.

- A.41. The State administers a pre-collection program that allows qualifying counties to pre-collect materials that require a lower level of expertise to manage, such as paint and batteries, in anticipation of their event. The Contractor shall accept the waste for disposal and shall provide containers for the counties to continue pre-collecting. If scheduled, the Contractor shall pick up these wastes at the fixed location where they are stored. In some cases a special pick up may not be necessary.
- A.42. The State reserves the right to distribute information materials and conduct surveys at all collection events.
- A.43. The State reserves the right to assign a State employee to each collection for the purpose of reviewing the inspecting, unloading, weighing, classifying, and verifying of all Household Hazardous Waste or school chemicals collected by the Contractor.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on August 1, 2005, and ending on July 31, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three million six hundred thousand dollars (\$3,600,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates enumerated in Exhibit 1 and Exhibit 2 for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.

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The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. Copies of the manifests under which the wastes were shipped off site and signed certificates of disposition from the final disposal or recycling facility must accompany the invoice for all wastes included in the invoice. The documentation must include the container numbers, types, and weights of the materials.

- C.4. Unit Cost Adjustment. At the beginning of each State fiscal year (July 1), the unit cost rates shall be adjusted for inflation based on the Consumer Price Index (CPI). The rates shall be adjusted in accordance with the CPI for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, Washington, D.C., or its successor index. In the event said Index ceases publication, the adjustment shall be determined by using the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the U.S. City Average for the same area coverage; or, if not available, then according to the Index most comparable to the Index for All Urban Consumers.

The unit cost rates in Exhibit 1 and Exhibit 2 shall be used as the base. Adjustments to this base shall equal the percentage change determined from the Index for the preceding year ending on December 31st. The amended Payment Rates shall take effect on July 1. Once adjusted, the new Payment Rates shall apply for one (1) year. In no event shall the annual percentage adjustment exceed 3.5%.

- C.5. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

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- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

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- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

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The State:
Christina Treglia
Division of Solid Waste Management
8th Floor, L&C Tower
401 Church St.
Nashville, TN 37243
Telephone: 615-532-9271
Fax: 615-532-0199

The Contractor:
Bruce Morgan
Technical Service General Manager
Clean Harbors Environmental Services, Inc.
2815 Old Greenbrier Pike
Greenbrier, TN 37073
Telephone: 615-643-3170 ext 3171
Fax: 615-643-6372

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Insurance Requirement. The insurance coverage required by Section D.12 shall be through an insurance company or companies approved to do business in the State of Tennessee and shall be in effect prior to the Contractor signing this Contract. A valid certificate of insurance shall be included with the Contract as Attachment 3. Contractor's insurance shall be written in a comprehensive form, satisfactory to the State in an amount equal to or greater than the larger of the following minimum requirements and requirements set forth by the Tennessee Claims Commission, as amended:

a. Worker's Compensation

- | | | |
|-----|----------------------|-----------|
| (1) | State | Statutory |
| (2) | Employer's Liability | \$500,000 |

(Without restriction as to whether covered by Worker's Compensation Law)

b. Comprehensive General Liability: (including Premises-operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; contractual)

- (1) Combined single limits for bodily injury and property damage:

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\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

(2) Products and Completed Operations to be maintained for one year after final payment.

(3) Environmental pollution liability insurance:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

c. Personal injury:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

d. Comprehensive Automobile Liability:

(1) Split limits of \$500,000 / \$1,000,000 / \$250,000

(2) Combined single limits for bodily injury and property damage:

\$1,000,000 Each Occurrence

e. Contractor's insurance shall contain provisions that Subcontractors working under Contractor shall be covered by Contractor's insurance limits stated in the Contract.

E.5. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to five hundred thousand dollars (\$500,000.00), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee. The full bond amount shall be maintained in force throughout the life of this contract. The bond shall not be prorated.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than July 28, 2005. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of five hundred thousand dollars (\$500,000.00), may be substituted if approved by the State prior to its submittal.

E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and

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performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.9. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

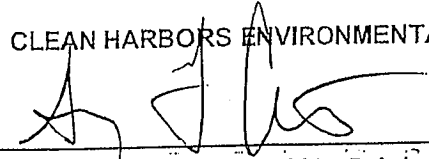
In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.11. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

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IN WITNESS WHEREOF:


CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.:



George L. Curtis, Sr. V.P. Pricing and Proposal

Date

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

KLK 

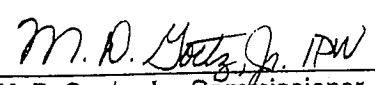
James H. Fyke, Commissioner

8/16/05

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

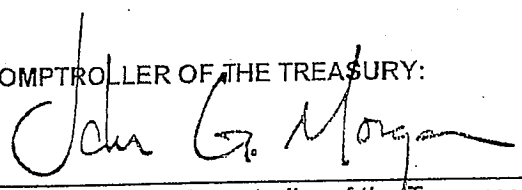


M. D. Goetz, Jr., Commissioner

AUG 22 2005

Date

COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

8/26/05

Date

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EXHIBIT 1

SERVICE RATES

HAZARDOUS WASTE COLLECTION EVENTS AND SCHOOL CHEMICAL CLEANOUTS

NOTE: The pricing in item 6 is based upon net weight. Any inclusion of container minimum charges will make the cost proposal nonresponsive.

1.	One-day Collection Event — Cost of LABOR (Base Fee)*	\$1,750.00
2.	Cost for LABOR for each ADDITIONAL DAY OF EVENT (Base Fee)*	\$450.00
3.	One-day Collection Event — Cost of EQUIPMENT	\$577.00
4.	Cost for EQUIPMENT for each ADDITIONAL DAY OF EVENT	\$491.00
5.	Mobilization cost per school:	
a.	In the SAME county as scheduled collection event	\$100.00
b.	In a county ADJACENT to the scheduled collection event	\$100.00
c.	In a county CONTIGUOUS to an adjacent county to the scheduled event	\$100.00
6.	Net weight unit cost for disposal of the following, including but not limited to, all required labor, packaging and containerization, labeling, and associated transportation costs	
a.	One (1) pound of flammable liquid	\$0.26
b.	One (1) pound of flammable solid	\$1.12
c.	One (1) pound of corrosive material	\$1.12
d.	One (1) pound of oxidizing material	\$1.12
e.	One (1) pound of poisonous (e.g., pesticide) material	\$1.12
f.	One (1) pound of latex paint	\$0.26
g.	One (1) pound of antifreeze	\$0.33
h.	One (1) pound of solvent-based paint	\$0.40
i.	One (1) pound of aerosols/compressed gas	\$1.12
j.	One (1) pound of miscellaneous dry cell batteries	\$1.12
k.	One (1) pound of lead-acid batteries	\$0.15
l.	One (1) pound of used oil	\$0.19
m.	One (1) pound of reactive material	\$5.00
n.	One (1) pound of elemental mercury containing material	\$4.00
o.	One (1) pound of fluorescent tubes (8' maximum length)	\$1.12
p.	One (1) pound of electronics scrap material	\$0.33
q.	One (1) pound of non-hazardous liquid	\$0.28
r.	One (1) pound of automotive oil filters	\$0.44

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- * The cost for LABOR for items 1 and 2 (on page 39) are the Base Fee for each County's Event. The multipliers in the following table shall be used to determine the actual charge for that Event. The HHW Coordinator shall determine the appropriate multiplier based upon the most recent data available. In some instances, unusual circumstances may affect the validity of the multiplier. The HHW Coordinator shall have discretion to assign the appropriate multiplier. The Contractor will be notified in advance which multiplier will be applied to each Event.

Participating Households	Multiplier
0-125	.5
126-250	1
251-500	2
501-1000	4
1001-1500	8
1501-2000	10
>2000	12

EXHIBIT 2

SERVICE RATES

FIXED-LOCATION PICK UPS

NOTE: The pricing in item 1 is based upon net weight. Any inclusion of container minimum charges will make the cost proposal nonresponsive.

1.	Net weight unit cost for disposal of the following, including but not limited to, all required labor, packaging and containerization, labeling, and associated transportation costs	
a.	One (1) pound of flammable liquid	\$0.26
b.	One (1) pound of flammable solid	\$1.12
c.	One (1) pound of corrosive material	\$1.12
d.	One (1) pound of oxidizing material	\$1.12
e.	One (1) pound of poisonous (e.g., pesticide) material	\$1.12
f.	One (1) pound of latex paint	\$0.26
g.	One (1) pound of antifreeze	\$0.33
h.	One (1) pound of solvent-based paint	\$0.40
i.	One (1) pound of aerosols/compressed gas	\$1.12
j.	One (1) pound of miscellaneous dry cell batteries	\$1.12
k.	One (1) pound of lead-acid batteries	\$0.15
l.	One (1) pound of used oil	\$0.19
m.	One (1) pound of reactive material	\$5.00
n.	One (1) pound of elemental mercury containing material	\$4.00
o.	One (1) pound of fluorescent tubes (8' maximum length)	\$1.12
p.	One (1) pound of electronics scrap material	\$0.33
q.	One (1) pound of non hazardous-liquid	\$0.28
r.	One (1) pound of automotive oil filters	\$0.44
2.	Staffing	
a.	Price per hour per field chemist (to perform technical duties such as categorization, packing, labeling, etc.)	\$45.00
b.	Price per hour per laborer (for non-technical duties such as unloading vehicles, bulking liquids, such as oil, antifreeze, and paint)	\$30.00

Original sent to Joyce Dunlap
on 9/15/05

RFP-327.42-069

ATTACHMENT 6.6

PERFORMANCE BOND

BOND NO. 5011138

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

(Name of Principal)

1501 WASHINGTON STREET, BRAINTREE, MA 02185

(Address of Principal)

as Principal, hereinafter called the Principal, and

BOND SAFEGUARD INSURANCE COMPANY

(Name of Surety)

PO BOX 481, 485 MAIN STREET, LEWISTON, ME 04243

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligor, hereinafter called the Obligor, and in the penal sum of

Five Hundred Thousand Dollars (\$500,000.00)

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligor has engaged the Principal for a sum not to exceed

THREE MILLION, SIX HUNDRED THOUSAND AND 00/100 (\$3,600,000.00)

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

327.42-069 COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

(RFP Number)

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

RFP-327.42-069

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Oblige from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Oblige any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

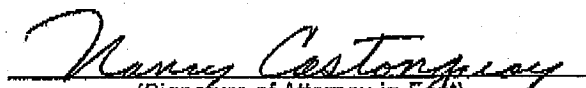
22ND day of JULY, 2005

WITNESS:CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

(Name of Principal)

BOND SAFEGUARD INSURANCE COMPANY

(Name of Surety)


(Authorized Signature of Principal)
(Signature of Attorney-in-Fact)William F O'Conner
(Name of Signatory)NANCY CASTONGUAY
(Name of Attorney-in-Fact)Senior Vice President
(Title of Signatory)COPY OF LICENSE ATTACHED

(Tennessee License Number of Surety)

POWER OF ATTORNEY
Bond Safeguard INSURANCE COMPANY
AO 35227

KNOW ALL MEN BY THESE PRESENTS, that BOND SAFEGUARD INSURANCE COMPANY, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Robert E. Shaw, Nancy Castonguay, Sharon K. Martel

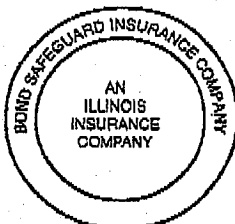
its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of BOND SAFEGUARD INSURANCE COMPANY on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$500,000.00, Five Hundred Thousand Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, BOND SAFEGUARD INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of BOND SAFEGUARD INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Michele Koller
Notary Public

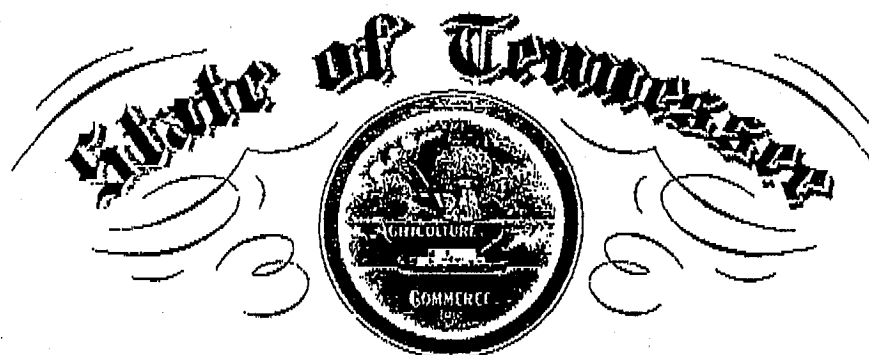
CERTIFICATE

I, the undersigned, Secretary of BOND SAFEGUARD INSURANCE COMPANY, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 22ND Day of JULY, 2005



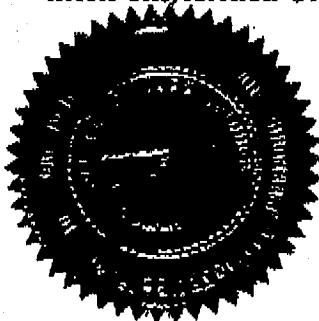
Donald D. Buchanan
Secretary



THE DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF INSURANCE

Whereas, the BOND SAFEGUARD INSURANCE COMPANY
a corporation organized under the laws of the STATE OF
ILLINOIS and located at LOMBARD, ILLINOIS
having complied with such of the requirements of the Insurance
laws of Tennessee as are applicable to the said corporation in order
to enable it to transact business herein; now, therefore, I, the
undersigned, The Commissioner of Commerce and Insurance do
hereby license and authorize the said BOND SAFEGUARD INSURANCE COMPANY
subject to all the requirements and conditions of the laws to trans-
act the business of SURETY

Insurance
in the State of Tennessee, from JULY 12 19 91
until suspended or revoked.



In witness whereof, I have hereunto
set my hand and caused the seal of my office
to be affixed, at City of Nashville, in the
State of Tennessee, this 12th day of JULY
A. D. 19 91.

Edna A. McQueen
The Commissioner of Commerce and Insurance